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EDWARD R. BECKER
(517) 487-4727

December 6, 1996

MICHIGAN PUBLIC SERVICE
FILED

DEC - 6 1996

COMMISSION

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

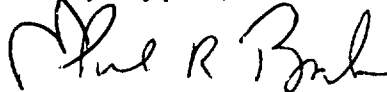
Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Pursuant to the Commission's direction in its Order of November 26, 1996 in the above-captioned case, enclosed is an original and 15 copies of the Interconnection Agreement between Ameritech Michigan and AT&T Communications of Michigan, Inc. that complies with the Commission's Order. This is a joint filing of Ameritech Michigan and AT&T. The parties also wish to inform the Commission that three issues remain unresolved in the attached Interconnection Agreement. These three issues are set forth in the Interconnection Agreement at Section 13.2, Schedule 10.9.6, paragraph 2, and Item V of the Pricing Schedules.

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



Edward R. Becker

ERB:rts
Enclosure

DICKINSON, WRIGHT, MOON, VAN DUSEN & FREEMAN

Ms. Dorothy Wideman
December 6, 1996
Page 2

cc: Arthur Levasseur, Esq. (w/ encl)
Larry Salustro, Esq. (w/ encl)

50

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December 6, 1996

Ms. Dorothy F. Wideman
Executive Secretary Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

**MICHIGAN PUBLIC SERVICE
FILED**

DEC 10 1996

COMMISSION

RE: AT&T/Ameritech Arbitration
MPSC Case Nos. U-11151 and U-11152

Dear Ms. Wideman:

Pursuant to the Commission's Order of November 26, 1996, AT&T and Ameritech are under separate cover filing an interconnection agreement as adopted by the arbitration panel and as modified by the Commission's Order. However, there remains a limited number of contract terms which have not been resolved or which the parties disagree on how the Panel or Commission resolved the issue.

In Section 13.8 of the agreement the parties were unable to agree on the geographic range over which a telephone number could be ported. AT&T's position is that number portability should be applied to the area served by a rate center. Ameritech's position is that it should be limited to the area served by a wire center. Although the disputed contract language was submitted to the panel, resolution of this point was evidently overlooked.

In addition, the parties disagree on how the Commission's modifications of the Panel decision affect Schedule 10.9.6 of the agreement. AT&T believes this section involves limitations of liability and is the subject of further negotiation pursuant to the Commission's Order. Ameritech's position is that this section was resolved by the Panel's decision in Ameritech's favor.

Ms. Dorothy F. Wideman
December 6, 1996
Page 2

Finally, in the pricing schedules, the parties dispute the nature and pricing of connections between end office and tandem switches.

The purpose of this letter is simply to bring these three unresolved points to the attention of the Commission.

Very truly yours,



Arthur J. LeVasseur

AJL:dmn
Enclosure

cc: Mr. Joseph Fink
Ms. Joan Marsh
Roger Fischer
Bill Cello
ALJ Hollaushead

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December 26, 1996

Hand Delivery

MICHIGAN PUBLIC SERVICE
FILED

DEC 26 1996

COMMISSION

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Enclosed for filing in the above-captioned case are an original and 15 copies of the complete Interconnection Agreement between Ameritech Michigan and AT&T Communications of Michigan, Inc. This is intended as a joint filing of the parties. This Agreement includes the parties' agreed-upon language concerning indemnification, limitation of liability, and performance standards, as required pursuant to the Commission's direction in its November 26, 1996 Order. The pricing schedule has also been revised to reflect the agreement of the parties on interim rates and to conform with subsequent Commission orders.

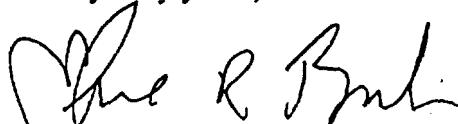
The Commission should also be aware that the parties have reached agreement on those issues previously identified as disputed in Ameritech Michigan's letter to the Commission of December 6, 1996.

For ease of review, the following provisions have been revised to reflect the parties' agreement: Sections 6.5.2; 9.10.2; 12.7; 12.18; 13.2; 16.25; 18.6 and 28.3; Articles XXV and XXVI; Schedules 9.10 and 10.9.6; and the Pricing Schedule.

Ms. Dorothy Wideman
December 26, 1996
Page 2

If you have any questions, please do not hesitate to contact me directly.

Very truly yours,



Edward R. Becker

ERB:jrb
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl)
Larry Salustro, Esq. (w/ encl)

FISCHER, FRANKLIN & FORD

Attorneys and Counsellors

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January 14, 1997

Ms. Dorothy F. Wideman
Executive Secretary Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

MICHIGAN PUBLIC SERVICE
FILED
JAN 14 1997
COMMISSION

RE: AT&T - Ameritech Michigan Arbitration
MPSC Case Nos. U-11151 and U-11152

Dear Ms. Wideman:

On December 26, 1996 Ameritech submitted a document to the Commission that was represented to be a joint submission by Ameritech and AT&T pursuant to the Commission's Order of November 26, 1996 in the above-referenced proceedings. Upon review of the document as submitted, AT&T has determined that what was filed by Ameritech contains numerous errors and a significant omission.

On December 9, 1996, AT&T and Ameritech did jointly submit a filing in response to the Commission's November 26, 1996 Order. That filing included certain disputed language as to "shared (common) transport" pricing resulting from the Decision of the Arbitration Panel and the Commission's Order. Subsequently, between the December 9 filing and December 26, 1996, the parties worked to resolve the indemnification, limitation of liability, and standards of performance issues, as to which the Commission in its November 26, 1996 Order rejected both parties' proposals and directed further negotiation. In addition, the parties discussed incorporation of the Commission's December 12, 1996 Orders in Case Nos. U-11155 and U-11156, as provided in the November 26 Order, and other pricing issues.

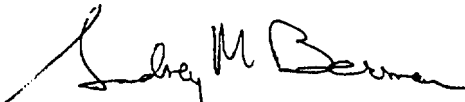
It appears that the December 26, 1996 filing by Ameritech was the product of misunderstandings between the parties as to what was to be included in the document, however. For example, the pricing schedule submitted by Ameritech does not in our view appropriately

Ms. Dorothy F. Wideman
January 14, 1997
Page 2

conform to the Commission's November 26, 1996 Order in this case, its December 12, 1996 Order in MPSC Cases U-11155 and U-11156, and AT&T's understanding of how those orders were to be reflected in the document. Moreover, Ameritech's December 26, 1996 filing omits shared transport pricing entirely. As reflected in our joint filing of December 9, 1996, AT&T's position is that, under the Commission's Order, shared transport is synonymous with common transport (as indicated in Ameritech's August 26th Response to the AT&T Petition for Arbitration, relevant pages of which are attached) and that the rates should be set at the rates for common transport contained in Ameritech's FCC tariff. It is our understanding that Ameritech now takes the position that shared transport is different from common transport (a point not identified by Ameritech during the hearings in this case) and that the common transport rates do not apply.

In brief, it is AT&T's position that the document before the Commission should comprise the pricing schedule included in the joint submission filed December 9, 1996, including the notation reference to the Commission's Orders in Case Nos. U-11155/U-11156, and including the disputed language regarding shared/common transport. The provisions submitted by Ameritech on December 26, 1996 on the issues as to which the Commission had ordered further negotiation in its November 26, 1996 Order accurately reflect the parties' agreement with respect to those matters. Accordingly, enclosed is a complete version of the document conforming to AT&T's position. Also enclosed is Proof of Service.

Very truly yours,


Sidney M. Berman

SMB:dmm

Enclosure

cc: (w/encls.)
Joseph A. Fink, Esq.

**ATTACHMENT TO JANUARY 14, 1997
LETTER FROM AT&T TO MPSC
MPSC NOS. U-11151 AND U-11152**

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of: AT&T)	
COMMUNICATIONS OF MICHIGAN, INC.)	
Petition for Arbitration Pursuant to)	
§ 252(b) of the Telecommunications)	Case Nos. U-11151 and U-11152
Act of 1996 to Establish an)	
Interconnection Agreement with)	
MICHIGAN BELL TELEPHONE CO.)	
d/b/a AMERITECH MICHIGAN)	

**AMERITECH MICHIGAN'S RESPONSE
TO AT&T'S PETITION FOR ARBITRATION**

Michael A. Holmes
Ameritech Michigan
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Room 1750
Detroit, MI 48226-2517
(313) 223-8008

Joseph A. Fink
Peter H. Ellsworth
William C. Bertrand, Jr.
DICKINSON, WRIGHT, MOON, VAN DUSEN
& FREEMAN
215 S. Washington Square.
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assistance, line information database ("LIDB") validation, home NPA directory assistance, customer name and address service, and information call completion. (AM Proposal, Art. IX, § 9.2.7.) The proposal fully complies with the FCC's regulations regarding unbundled access to OS/DA. (47 C.F.R. § 51.319(e)(7).)

The parties may differ slightly as to the nature of Ameritech Michigan's obligation to provide selective routing, unbranding and re-branding of OS/DA. This matter is discussed at Section II.B.1.6. With this possible exception, it does not appear that AT&T's OS/DA proposal differs from Ameritech Michigan's. At the very least, AT&T's arbitration petition does not identify any outstanding issues between the parties. However, to the extent that outstanding issues do exist, Ameritech Michigan's proposed contract terms should be adopted.

AT&T Element Nos. 7, 8, and 9: Dedicated Transport, Common Transport, Tandem Switching. Ameritech Michigan agrees with AT&T that Ameritech Michigan must provide unbundled dedicated transport, common transport, and tandem switching. (Petition at 32-33.) Ameritech Michigan's proposal offers these unbundled network elements (AM Proposal, Art. IX, §§ 9.2.3, 9.2.4), and fully complies with the FCC's regulations (47 C.F.R. §§ 51.319(c)(2), 51.319(d)). It does not appear from AT&T's Petition that (with the exception of price) AT&T takes issue with Ameritech Michigan's offering of dedicated transport, common transport and tandem switching.

AT&T Element Nos. 10 and 11: Signaling Links and STPs. The parties agree that Ameritech Michigan must provide unbundled access to its signaling links and Signal Transfer Points (STPs). (Petition at 33.) Under Ameritech Michigan's proposal,

EXHIBIT A
(AMERITECH'S PROPOSED CONTRACT)

IS SUBMITTED IN A SEPARATE BINDER

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of August __, 1996

by and between

**AMERITECH INFORMATION INDUSTRY SERVICES,
a division of Ameritech Services, Inc.
on behalf of Ameritech Michigan**

and

AT&T COMMUNICATIONS OF MICHIGAN, INC.

- (A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to AT&T on an unbundled basis; and
 - (B) AT&T could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within Ameritech's network; or
- (2) The Commission concludes that the failure of Ameritech to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service AT&T seeks to offer, compared with providing that service over other unbundled Network Elements in Ameritech's network.

9.1.3 Ameritech shall only be required to make available Network Elements where such Network Elements, including facilities and software necessary to provide such Network Elements, are available. If Ameritech makes available Network Elements that require special construction, AT&T shall pay to Ameritech any applicable special construction charges.

9.2 Network Elements. At the request of AT&T, Ameritech shall provide AT&T access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Switching Capability, as more fully described on Schedule 9.2.3;

9.2.4 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.4;

9.2.5 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.5;

9.2.6 Operations Support Systems ("OSS") Functions, to be used in conjunction with other Network Elements, as more fully described on Schedule 9.2.6; and

9.2.7 Operator Services and Directory Assistance, as more fully described on Schedule 9.2.7.

SCHEDULE 9.2.4

INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are Ameritech transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers owned by Ameritech or AT&T, or between Switches owned by Ameritech or AT&T.

Ameritech provides several varieties of unbundled transmission facilities.

1. "Unbundled dedicated inter-office transport facility" is a facility connecting two Ameritech central offices via Ameritech transmission equipment. In each central office, a Competitive Local Exchange Carrier (CLEC) will cross-connect this facility to its own transmission equipment (physically or virtually) collocated in each wire center, or to other unbundled network elements provided by Ameritech to the extent the requested combination is technically feasible and is consistent with other standards established by the FCC for the combining of unbundled network elements. The appropriate digital cross connect, multiplexing, and Collocation space charges apply at an additional cost.
2. "Unbundled dedicated entrance facility" is a dedicated facility connecting Ameritech's transmission equipment in an Ameritech central office with a requesting carrier's transmission equipment in its wire center for the purposes of providing telecommunications services.
3. "Common transport transmission facilities" are shared transmission facilities between an Ameritech end office switch and an Ameritech tandem.

Telephone Numbers	Monthly Rate
ISDN Direct	.01
DID	.01
ISDN Prime	.01
Cross-Connect	.20
Service Coordination	1.15
 Non-Recurring Rates	 NRC
Service Ordering	
Establish or Add/Change	18.09
Record Work Only	15.92
 Conversion Between Port Types	 59.07
Centrex Common Block	457.98
Customer Training ^{2/}	79.88 per hour
Custom Routing (Development & Activation)	57,507.79
 B. Tandem Switching	
Switching	
Excl. Transport & Trunking Termination	.001415
(for Transport & Termination see 6B below)	per conver minute

6. Interoffice Transmission Facilities

A. Dedicated Interoffice Transmission Facilities

DS1	Proxied from F.C.C. Tariff No. 2 <u>Section 7.5.9</u>
DS3	Proxied from F.C.C. Tariff No. 2 <u>Section 7.5.9</u>
OC3	Proxied from F.C.C. Tariff No. 2 <u>Section 7.5.10</u>
OC12	Proxied from F.C.C. Tariff No. 2 <u>Section 7.5.10</u>
OC48	Proxied from F.C.C. Tariff No. 2 <u>Section 7.5.10</u>

B. Shared Interoffice Transmission Facilities

Unbundled Common Transport Termination
.000440/minute
Unbundled Common Transport Facility
.000011/minute/mile

^{2/} Travel and/or out-of-pocket expenses will also be charged to AT&T where Ameritech personnel travel to AT&T designated locations.

DIRECT TESTIMONY
GREGORY J. DUNNY
ON BEHALF OF AMERITECH
MICHIGAN

C. Interoffice Facilities

Q: What are "Interoffice Facilities"?

A: Interoffice Facilities are Ameritech facilities dedicated to a particular customer and carrier (dedicated transport), or shared by more than one customer or carrier (common transport, the provide telecommunications service between wire centers owned by Ameritech or AT&T, or between switches owned by Ameritech or AT&T.

Q: What does Ameritech's Proposed Agreement make available to AT&T in the way of interoffice facilities and connections?

A: As required by the Rules (47 C.F.R. § 51.319(d)(2)), Ameritech's Proposed Agreement provides for dedicated transport, common transport, and tandem switching as unbundled network elements. These services are described on Schedule 9.2.3(2.0) and 9.2.4 of Ameritech's Proposed Agreement.

Q: Are there any disputes regarding these product offerings?

A: With the possible exception of pricing, I am not aware of any disputes with AT&T regarding these products.

D. Access to Call-Related Databases and Signalling for Call Routing and Completion

Q: Under its Proposed Agreement, will Ameritech provide to AT&T nondiscriminatory access to call-related databases and associated signaling used to call routing and completion?

A: Yes. Ameritech's Proposed Agreement provides for nondiscriminatory access to the signalling networks and

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of Petition of AT&T Communications
of Michigan, Inc. for Arbitration with Michigan
Bell Telephone Company d/b/a Ameritech Michigan
and
In the Matter of Petition of Ameritech Michigan for
Arbitration with AT&T

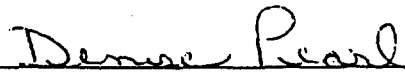
Case No. U-11151
Case No. U-11152
(Consolidated)

PROOF OF SERVICE

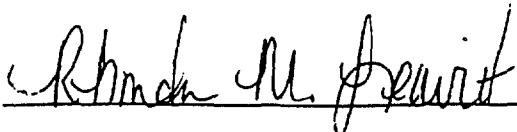
STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

DENISE PEARL, being first duly sworn, deposes and says that on January 14,
1997 she served a copy of the corrected joint submission, by depositing the same in the U.S.
Mails, enclosed in a sealed envelope with first-class postage fully prepaid, addressed as follows:

Joseph A. Fink, Esq.
Dickinson, Wright, et al
215 S. Washington Square
Suite 200
Lansing, MI 48933


Denise Pearl

Subscribed and sworn to before me
this 14th day of January, 1997.



RHONDA M. LEAVITT
Notary Public, Clinton County, MI Acting in Ingham
My Commission Expires Apr. 21, 2000

DICKINSON, WRIGHT, MOON, VAN DUSEN & FREEMAN
COUNSELLORS AT LAW
SUITE 200

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LANSING, MICHIGAN 48933-1812

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EDWARD R. BECKER
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January 16, 1997

Hand Delivery

Ms. Dorothy F. Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

MICHIGAN PUBLIC SERVICE
FILED

JAN 16 1997

COMMISSION

Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

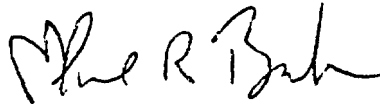
Enclosed please find an original and 15 copies of Ameritech Michigan's Interconnection Agreement. This Interconnection Agreement supercedes Ameritech Michigan's previous filings of December 6 and 26, 1996. The enclosed filing is identical to the December 26, 1996 filing except for slight modifications to Schedules 10.3.1 (grandfathered and sunsetted services), 16.10 (3D and condo agreements), and 30.19 (preexisting arrangements). In order to strictly conform with the Commission's November 26, 1996 Order, the Pricing Schedule has also been modified to include interim rates as established in the Commission's Order in Case Nos. U-11155 and U-11156. Further, all negotiated prices in the December 26, 1996 Pricing Schedule have been removed. An amendment to the interconnection agreement containing the negotiated prices has been provided to AT&T and will be submitted to the Commission at the appropriate time.

In accordance with the express terms of the Commission's November 26, 1996 Order, Ameritech Michigan understands that the enclosed Interconnection Agreement is thereby fully approved by the Commission and will be made available for public inspection and to other telecommunications carriers pursuant to Sections 252(h) and (i) of the Telecommunications Act of 1996.

Ms. Dorothy F. Wideman
January 16, 1997
Page 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward R. Becker". The signature is fluid and cursive, with the first name "Edward" written in a larger, more prominent script than the last name "Becker".

Edward R. Becker

ERB:jrb
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl)
Larry Salustro, Esq. (w/ encl)



Joan Marsh
Attorney

Suite 1300
227 West Monroe Street
Chicago, IL 60606
312 230-2663

January 17, 1997

MICHIGAN PUBLIC SERVICE
FILED

Ms. Dorothy Wideman
Executive Secretary Division
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

JAN 21 1997

COMMISSION

Dear Ms. Wideman:

RE: Case Nos. U-11151 & U-11152

On January 16, 1997, Ameritech Michigan filed with the Commission a copy of an Interconnection Agreement which purports to strictly comply with the Commission's November 26, 1996 Order. Based upon our initial review, this document differs from both the version of the Agreement filed by AT&T with the Commission on January 14, 1997 and the version filed by Ameritech with the Commission on December 26, 1996.

AT&T does not agree with Ameritech's representation that the modifications to the Pricing Schedule included with the revised Agreement filed by Ameritech on January 16th accurately reflect the interim rates established in the Commission's Order in Case Nos. U-11155 and U-11156. Case No. U-11156 was established to set rates for "loops" and "ports" as those terms are defined in MCLA 484.1102. While a loop under Michigan law is similar to an unbundled Local Loop under the Telecommunications Act of 1996, a port under Michigan law is clearly not the same as unbundled Local Switching.

Under Michigan law, a port is defined as follows:

"Port" except for the loop, means the entirety of local exchange, including dial tone, a telephone number, switching software, local calling, and access to directory assistance, a white pages listing, operator services, and interexchange and intra-LATA toll carriers. MCLA 484.1102(x)

Therefore, since a port under Michigan law includes functionality which is not included in unbundled Local Switching, it is not appropriate to use the rates established by the Commission in Case No. U-11156 for ports as interim rates for unbundled Local Switching in the Price Schedule for the Interconnection Agreement.

Furthermore, as you are aware, the appropriate rates for shared/common transport remains unresolved.

Sincerely,

Jean Marsh
(d)

DICKINSON, WRIGHT, MOON, VAN DUSEN & FREEMAN
COUNSELLORS AT LAW
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January 29, 1997

MICHIGAN PUBLIC SERVICE
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JAN 29 1997

COMMISSION

Ms. Dorothy F. Wideman
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
Lansing, MI 48909

Re: Petition for Arbitration of Interconnection Terms, Conditions
and Prices from AT&T Communications of Michigan, Inc.
Case No. U-11151 and U-11152

Dear Ms. Wideman:

Enclosed for filing in the above-captioned case are an original and 15 copies of the fully executed Interconnection Agreement between AT&T Communications of Michigan, Inc. and Ameritech Michigan. The Agreement has been executed by Mr. Neil Cox on behalf of Ameritech Michigan and by Ms. Bridget Manzi on behalf of AT&T. This Interconnection Agreement supercedes all previously filed agreements.

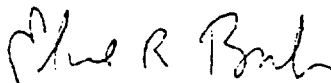
As indicated in the attached letter dated January 27, 1997, AT&T has relabeled the price for unbundled local switching ports to a "Michigan port." Because Ameritech Michigan understands there to be no legal difference between the two, based on the Commission's prior orders, Ameritech Michigan has no objections to this change.

In accordance with the express terms of the Commission's November 26, 1996 Order, Ameritech Michigan understands that the enclosed Interconnection Agreement has been approved by the Commission pursuant to that Order as of November 26, 1996. Ameritech Michigan further understands that the enclosed executed Interconnection Agreement will be made available for public inspection and to other telecommunications carriers pursuant to Sections 252(h) and (i) of the Telecommunications Act of 1996.

Ms. Dorothy F. Wideman
January 29, 1997
Page 2

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Edward R. Becker". The signature is fluid and cursive, with the first name "Edward" and last name "Becker" clearly distinguishable.

Edward R. Becker

ERB:jrb
Enclosure

cc: Arthur Levasseur, Esq. (w/ encl) (Agreement to follow under separate cover)
Larry Salustro, Esq. (w/ encl) (Agreement to follow under separate cover)